

TOURISM SERVICE AGREEMENT  
Lodging Tax agreement: Lewis County Community Trails

THIS AGREEMENT is made by and between the Lewis County Community Trails. (“the ORGANIZATION”), and Lewis County (“the COUNTY”), a political subdivision and municipal corporation of the state of Washington.

WHEREAS, Chapter 67.28 RCW authorizes legislative bodies of municipalities to impose excise taxes on the sale of or charge made for the furnishing of lodging that is subject to tax under Chapter 82.08 RCW; and

WHEREAS, the Lewis County Board of County Commissioners (“the BOARD”), the legislative body of and for the COUNTY, by enacting Ordinance No. 1163A – Lodging Tax, imposed the excise taxes authorized in Chapter 67.28 RCW; and

WHEREAS, RCW 67.28.1815 in part states that: “All revenue from taxes imposed under said Chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities...” and

WHEREAS, the COUNTY Lodging Tax revenues have been credited to the Tourism Promotion Fund (No. 198) in the treasury of the COUNTY; and

WHEREAS, the ORGANIZATION applied through the Lewis County Lodging Tax Advisory Committee (“the LTAC”) for financial assistance for authorized uses from COUNTY Lodging Tax proceeds (“the Proposal); and

WHEREAS, the LTAC has facilitated these efforts by (a) developing the application forms and procedures, (b) coordinating the funding availability advertising, (c) evaluating submitted application packets, (d) determining whether the proposed use is authorized, and (d) advancing the financing award recommendations to the BOARD, including the Proposal from the ORGANIZATION; and

WHEREAS, the BOARD has determined that the activity herein described promotes the general welfare, health and safety of the citizens of the COUNTY, is consistent with RCW 67.28 and is in the best interests of the COUNTY in regard to the promotion of tourism in Lewis County, the BOARD intends to disperse COUNTY Lodging Tax proceeds to the ORGANIZATION for the purposes stated in its Proposal and consistent with RCW 67.28,

NOW, THEREFORE, in consideration of the premises and mutual benefits and covenants herein contained, it is agreed by and between the parties hereto as follows:

1. FUNDING: Up to **\$5,000.00** is hereby pledged on a reimbursement basis from the COUNTY Tourism Promotion Fund No. 198 in fiscal year 2016 solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities within Lewis County. Said amount shall constitute the maximum reimbursement the ORGANIZATION is eligible to receive from the COUNTY under this Agreement. Depending on the use of funds requested to be reimbursed and the date of use, less than the maximum amount authorized under this Agreement may actually be reimbursed.
2. USE OF FUNDS: The ORGANIZATION shall use these COUNTY funds solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities in Lewis County authorized by RCW 67.28. The specific services represented by the ORGANIZATION to be authorized by RCW 67.28 and to be provided by the ORGANIZATION to the COUNTY under this Contract are described in Attachment A: Scope of Work.
3. PAYMENT PROVISIONS: Once this Agreement is executed, the ORGANIZATION may submit claim vouchers to the Clerk of the Lewis County Board of County Commissioners at 351 NW North Street, Chehalis, WA 98532 requesting reimbursement solely for eligible expenses and/or for eligible services as identified in Section 2 of this Agreement (Use of Funds), Attachment A: Scope of Work, and Attachment B: Purchasing and Reimbursement Guidelines and solely up to the maximum amount specified in Section 1 (Funding).

Each reimbursement claim voucher shall include the following certificate of authenticity with the dated signature of an authorized representative of the ORGANIZATION: "I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished and the services rendered as described herein, and that this claim is a just, due and unpaid obligation against the Lewis County Tourism Promotion No. 198."

Within thirty (30) days of receiving a reimbursement claims voucher that meets the requirements of this Agreement and applicable law, the Clerk of the Board on behalf of the COUNTY, shall remit to the ORGANIZATION a warrant for the approved reimbursement amount.

The final claims voucher under this Agreement shall be submitted to the Clerk of the Board by the ORGANIZATION no later than Friday, January 8, 2016.

4. EVALUATION AND MONITORING: The ORGANIZATION agrees to maintain its books and records and to employ accounting procedures, systems and practices that accurately and timely record and track the expenditures for which reimbursement is sought under this Agreement and provide for full compliance with the requirements of this Agreement. The ORGANIZATION will retain these supporting records for at least three (3) calendar years following the year in which the Agreement expires.



The COUNTY and/or the State Auditor and any of their representatives shall have full, timely and complete access to all books, records and other documents and evidence of the ORGANIZATION respecting all matters related to this Agreement and the activities for which reimbursement is sought or made, and shall have the right to examine such during normal business hours as often as the COUNTY and/or the State Auditor may deem necessary. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, and records of matters related to this Agreement and the activities for which reimbursement is sought or made. These access and examination rights shall last for three calendar years following the year in which the Agreement expires.

The COUNTY intends without guarantee for its agents to use reasonable security procedures and protections to assure that related records and documents provided by the ORGANIZATION are not erroneously disclosed to third parties. The COUNTY will, however, disclose or make this material available to those authorized in the above paragraph or permitted under the provisions of Chapter 42.56 RCW, any other applicable public disclosure law, or order of any court or agency of competent jurisdiction, without notice to the ORGANIZATION.

The ORGANIZATION agrees to submit in writing (within 60 days of December 31, 2016) a final report demonstrating the effect the ORGANIZATION's activities funded by the COUNTY have had on tourism growth and such other reports or information as required by law.

The ORGANIZATION shall cooperate with and freely participate in any other monitoring or evaluation activities pertinent to this Agreement that the COUNTY requests.

5. RECAPTURE PROVISION: In the event the ORGANIZATION fails to expend these funds in accordance with state law and/or the provisions of this Agreement or obtains reimbursement of ineligible expenditures, the COUNTY reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for a period of two (2) years following release of any report from an audit conducted by the COUNTY and/or the State Auditor's Office under the Section 4 (EVALUATION AND MONITORING) provisions or the 3-year records retention period required under Section 4 (EVALUATION AND MONITORING), whichever occurs later. Repayment by the ORGANIZATION of any funds recaptured under this provision shall occur within twenty (20) days of any demand. In the event the COUNTY is required to institute legal proceedings to enforce this recapture provision, the COUNTY shall be entitled to its costs thereof, including reasonable attorney's fees.

6. NONDISCRIMINATION: The ORGANIZATION shall comply with all federal and state nondiscrimination laws, including but not limited to chapter 49.60 RCW – Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq. – the Americans with Disabilities Act (ADA). In the event the ORGANIZATION fails or refuses to comply with any federal or state nondiscrimination law, this Agreement may be rescinded, canceled or terminated by the COUNTY in whole or in part, and the ORGANIZATION may be declared by the COUNTY ineligible for further Lewis County tourism promotion funds. The ORGANIZATION shall be given a reasonable period of time in which to cure any such noncompliance.
7. EMPLOYMENT RELATIONSHIPS: The ORGANIZATION, its employees, volunteers and agents are not employees of the COUNTY for any purpose, nor are they volunteers or agents of the COUNTY. No officer, employee, volunteer or agent of the ORGANIZATION will hold himself or herself as, or claim to be, an officer, employee, volunteer, representative or agent of the COUNTY.

Because the ORGANIZATION, its employees, volunteers and agents are not employees of the COUNTY, the COUNTY is not responsible for the payment of any industrial insurance premiums or related claims of such persons and such persons are not entitled to benefits of any kind from the COUNTY, including but not limited to health insurance and retirement benefits.

8. HOLD HARMLESS: In accepting this Agreement, the ORGANIZATION, including its successors and assigns, does hereby covenant and agree to indemnify the COUNTY, its officers, agents, attorneys and employees (all hereinafter collectively referred to in this section as "indemnitees") and hold indemnitees harmless against all liability for damages arising out of or relating to this Agreement. If any such suit or action is brought against indemnitees, the ORGANIZATION, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, employees, agents, attorneys or any combination thereof.
9. ENTIRE AGREEMENT/MODIFICATIONS: This Agreement represents the entire agreement of the parties with respect to the subject matter. No other understandings, oral or otherwise, exist regarding the subject matter of this Agreement or shall be deemed to exist. The COUNTY and the ORGANIZATION may, from time to time, mutually agree to amend this Agreement; however, no such change shall be effective until memorialized in writing and signed by the authorized representatives of the COUNTY and the ORGANIZATION, respectively.
10. AGREEMENT PERIOD: The term of this Agreement shall commence on the 1st day of January 2016 and terminate on the 31st day of December 2016, both dates inclusive, unless sooner terminated as provided for herein.



**11. TERMINATION OF AGREEMENT:**

- a. If the ORGANIZATION breaches or violates any provision of this Agreement, the COUNTY may, in addition to any other rights provided by law, terminate this Agreement and withhold any further reimbursement; provided, the violation or breach is not fully corrected within ten (10) days of the COUNTY providing written notice to the ORGANIZATION of the breach or violation.
- b. Either party may terminate this Agreement at any time by providing written notice of such termination and specifying the effective date thereof to the other party at least twenty (20) days prior to the effective date.
- c. The COUNTY may unilaterally terminate all or part of this Agreement, or reduce the Scope of Work and/or Funding, without liability, for the convenience of the County, including but not limited to the unavailability of Lewis County Tourism Promotion funds.

**12. SPECIAL PROVISION:** The failure of the COUNTY to insist upon the strict performance of any provision of this Agreement or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.

**13. SEVERABILITY:** In the event any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, then said provision(s) or portion(s) thereof shall be deemed severed and the remainder of this Agreement shall not be affected and shall remain in full force and effect. Furthermore, if such an event occurs, the parties agree to negotiate a modification to replace the unacceptable provision(s) as soon as possible.

**14. SURVIVAL OF CERTAIN PROVISIONS:** Sections 4, 5, and 8 shall survive termination of this agreement.

**15. GOVERNING LAW AND VENUE:** This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Lewis County, Washington shall be the venue for any suit between the parties arising out of this Agreement.

**16. NOTIFICATION:** Should the need arise during the term of this Agreement for either party to notify the other of a change in address or otherwise, the following contacts shall be used:

For the COUNTY:  
Lewis County Commissioners  
351 NW North St.  
Chehalis, WA 98532  
Telephone: 360-740-1419

For the ORGANIZATION:  
Lewis County Community Trails  
Harry Bhagwandin  
183 Shady Grove Rd.  
Onalaska, WA 98570  
360-701-9932

IN WITNESS WHEREOF legal representatives of both the ORGANIZATION and the COUNTY  
have executed this Agreement on the date(s) so noted below.

The parties have caused this Agreement to be executed in duplicate originals this \_\_\_\_ day of  
\_\_\_\_\_, 2015.

ORGANIZATION

Lewis County Community Trails



Authorized Representative

Project Manager

(Title)

Harry Bhagwandin  
183 Shady Grove Rd.  
Onalaska, WA 98570  
360-701-9932

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON

\_\_\_\_\_  
Edna J. Fund, Chair

\_\_\_\_\_  
P.W. Schulte, Vice-Chair

\_\_\_\_\_  
Gary Stamper, Commissioner

APPROVED AS TO FORM:  
JONATHAN MEYER  
PROSECUTING ATTORNEY

By:   
Deputy Prosecuting Attorney

ATTEST:


\_\_\_\_\_  
Karri Muir, CMC, Clerk of the Board

# Lewis County Community Trails Lewis County – 2016 Lodging Tax- Project Scope

Due to funding changes from the original request to the awarded funds, the following project information will need to be updated as changes in funding may have impacted the original projects scope. **Please do not change the format and be brief in your explanations to fit the space provided.**

**RECEIVED**  
Board of County Commissioners  
Lewis County, Washington

DEC 07 2015

Project Submission Form	
<b>1. Project Name:</b> Willapa Hills Trail Fat Tire Ride & Festival	<b>2. Date Submitted:</b> 12/4/15
<b>3. Contact Person / Title:</b> Harry O. Bhagwandin / Project Manager	
<b>4. Mailing Address:</b> 183 Shady Grove Road Onalaska, WA 98570	
<b>5. Telephone No.:</b> 360.701.9932	
<b>6. E-mail:</b> omroa1@gmail.com	
<b>7. Signature of Representative:</b> 	
<b>8. Project Location ( city/town):</b> Willapa Hills Trail - Chelalis to Pe Ell	
<b>a. Name of Event or Activity:</b> Willapa Hills Trail Fat Tire Ride	
<b>9. Statement of Project Goals and Objectives:</b> 1) Plan + implement Fat Tire Ride to attract 5000 registered participants for 2-day event 2) Create digital media content highlighting Willapa Hills Trail to enhance Lewis County Community Trails and DiscoverLewis County web and social media sites	
<b>10. Project Description:</b> Planning, promotion of Fat Tire Ride on Willapa Hills Trail, a 50 mile round trip, family-friendly bike ride for overnight 2-day event culminating in a festival in Pe Ell. Create digital media content highlighting Willapa Hills Trail to enhance DLC web + social media.	
<b>11. How does proposed project meet purposes of the Legislation? RCW 67.28.1816</b> Promote awareness of and increased use of recreational trails throughout Lewis County, a key tourism destination. This 2-day event includes a festival and will attract 5000 registered participants who will stay overnight in area lodging. Project will create new source of tourism revenue.	
<b>12. Anticipated Project Costs: \$28,000</b>	
<b>a. Total County Funds awarded in 2016: \$5,000</b>	



### 13. Project Cost Analysis Project Budget

Column A Item	Column B Use of <u>County</u> Funds	Column C Use of other Funds	Column D Total Available Project Funds
Personal			
Benefits			
Marketing/Promotion <b>Materials</b>	\$2,000	\$900	\$2,900
Direct Sales Activities			
Minor Equipment			
Travel/Trainings ( <b>list below</b> )			
1.			
2.			
3.			
Contract Services ( <b>list below</b> )			
1. Digital media	\$2,000	\$1,000	\$3,000
2. Marketing Specialist	0	\$10,000	\$10,000
3. Project Coordinator	\$1,000	\$2,100	\$3,100
4.			
Overhead (building rent, utilities etc.)			
<b>Project Subtotal:</b>	\$5,000	\$4,000	\$19,000



## 14. PROJECT WORK PLAN

List the tasks, Cost and time frame,  
Name individual(s), consultant(s), and organization responsible for the  
project.

Table III

<u>Tasks</u>	<u>Time Frame—Dates</u>	<u>Estimated Cost</u>	<u>Responsible Party/Name</u>
Digital content	Feb - Jun 2016	\$ 2,000	Harry Bhagwandin Isaac Freeman
Marketing	Dec - Jun 2016 2015	\$ 2,000	Harry Bhagwandin Itolli Schoonover
Project Coordinator	Dec 2015 - June 2016	\$ 1,000	Harry Bhagwandin
Notes: a) Isaac Freeman - Consultant (Digital media)			
b) Itolli Schoonover - Consultant (Marketing)			
c) Harry Bhagwandin - Consultant (Project Coordinator Budget, grant reporting, contract oversight, Ag Tour)			

Return completed Project Submission form to:

Karri Muir  
Lewis County BOCC. Rm. 210  
351 NW North Street - 2<sup>nd</sup> Floor  
Chehalis, WA 98532

Telephone: (360) 740-1419  
e-mail: [Karri.Muir@lewiscountywa.gov](mailto:Karri.Muir@lewiscountywa.gov)

DRAFT  
11/24/15

## SUBCONTRACTOR AGREEMENT

**PROJECT:** Willapa Hills Trail Fat Tire Ride and Festival

**CLIENT:** Lewis County Community Trails  
**ADDRESS:** 91 Chehalis Ave, Chehalis, WA 98532  
**CONTACT:** Monica Brummer, LCCT Board Member  
**Phone/Fax/Email:** 360.748.3744 (work); 360.219.6628 (cell)  
mofitbrummer@gmail.com

↓  
approved  
12/2/15

**SUBCONTRACTOR:** Shady Grove  
Harry O Bhagwandin  
**ADDRESS:** 183 Shady Grove Road  
Onalaska, WA 98570  
**Phone/Fax/Email:** 360.701.9932 (cell)  
omroal@gmail.com

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☒ SCOPE OF SERVICES (See Attachment) ☐ RATES (See Attachment) ☐ SCHEDULE (See Attachment)

### COMPENSATION:

- ☐ **FIXED PRICE.** Compensation for these services shall be a Fixed Price of \$
- ☒ **TIME AND MATERIALS.** Compensation for these services will not exceed \$3,100 without written authorization from Client, in accordance with the attached Terms and Conditions.

Subcontractor [Shady Grove] shall submit to Client [Lewis County Community Trails] invoices (NTE \$3,100). Client shall pay Subcontractor by check within thirty (30) days of receipt of invoices.

### DESCRIPTION OF WORK and DELIVERABLES:

The Willapa Hills Trail Fat Tire Ride& Festival is a first annual event designed to attract 5,000 registered participants and a potentially equal number of visitors for an overnight, family friendly bike ride to coincide with a Pe Ell community festival to encourage out of area visitors to come and spend tourism dollars on area lodging, restaurants, and various festival and local venues during the two day event.

This first annual event is planned for June 25-26, 2016, to coincide with a ribbon-cutting type beginning of summer kick-off to celebrate the completion of replacement bridges and major upgrades to the Willapa Hills Trail. Cyclists and visitors will be encouraged to camp overnight at nearby Rainbow Falls Campground and/or stay at Chehalis lodging facilities. The Fat Tire Ride will also be marketed as a potential venue for agritourism producers along the Willapa Hills Trail to take advantage of opportunities to diversify farm direct sales. The event will support existing and encourage new entrepreneurial tourism revenue to increase economic resilience for our rural communities through the creation of interactive digital content highlighting the Willapa Hills Trail. Digital content is intended to promote awareness and increased use of family friendly recreational trails throughout Lewis County by providing material to enhance Lewis County Community Trails' and Discover Lewis County's web and social media sites.

The Willapa Hills Fat Tire Ride Festival event is a project funded by City of Chehalis and Lewis County 2016 Lodging Taxes in accordance with State statutes for tourism promotion per RCW 67.28 attract regional tourism to our local region.

### SCOPE OF WORK:

- 1) Project Coordinator will ensure that all project goals/objectives/methods associated with producing expected results and measurable outcomes as described in the City of Chehalis and Lewis County 2016 Lodging Tax grant applications (see attached) are met. Responsibilities include:
  - Ensure all contract invoices and grant reimbursable expenses/deliverables are consistent with funder's approved Expenses/Scope of Work; provide budget oversight for project expenses; submit approved project reimbursement requests to City of Chehalis and Lewis County



- Engage, execute, and oversee Digital Content provider contract and associated deliverables
- Coordinate and secure commitments from agricultural producer-vendors and other event venues along the Willapa Hills Trail
- Submit quarterly financial and other reports as required by City of Chehalis and Lewis County Lodging Tax grants referenced in this Agreement

**GRANT BUDGET:**

Approved City of Chehalis and Lewis County 2016 Lodging Tax reimbursable expenses:

- 1) From 2016 Lewis County Lodging Tax grant:  
 \$ 2,000 - Print media materials and Advertising  
 \$ 2,000 - Digital Content contract  
 \$ 1,000 - Project Coordinator contract
- 2) From 2016 City of Chehalis Tourism Fund Allocation:  
 \$10,000 - Marketing Specialist contract  
 \$ 900 - Print media materials and Advertising  
 \$ 1,000 - Digital Content contract  
 \$ 2,100 - Project Coordinator contract

**SCHEDULE:** Subcontractor Agreement shall expire on August 30, 2016.

**CLIENT:**

Lewis County Community Trails  
 (Company Name)

By:  
 (Signature)

Name: Dale Pullin  
 (Type or Print)

Title: President, Lewis County Community Trails  
 (Type or Print)

Date:  
 (Type or Print)

**SUBCONTRACTOR:**

Shady Grove  
 (Company Name)

By:  
 (Signature)

Name: Harry O Bhagwandin  
 (Type or Print)

Title: Project Coordinator  
 (Type or Print)

Date:  
 (Type or Print)

**ATTACHMENTS:**

- 1) City of Chehalis Lodging Tax Application for Funding Year 2016 - *Lewis County Community Trails*
- 2) Lewis County Lodging Tax Application for Budget Year 2016- *Fat Tire Ride at Willapa Hills Trail*

## **SUBCONTRACTOR AGREEMENT STANDARD TERMS AND CONDITIONS**

1. **SERVICES.** [Shady Grove] (Subcontractor) and its subconsultants shall provide professional services or technical support in accordance with the agreed upon scope of work.
2. **INDEPENDENT CONSULTANT.** Subcontractor is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of LCCT.
3. **PERIOD OF SERVICES.** This Agreement becomes effective upon signatures by authorized representatives of LCCT and Subcontractor and upon receipt by Subcontractor of a signed original, emailed PDF, or facsimile transmittal. Subcontractor is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed. This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This Agreement may be extended by mutual agreement of the parties.
4. **TERMINATION.** If this Agreement is suspended or terminated because of no fault of the Subcontractor, the Subcontractor shall be paid for services it satisfactorily performed up to the date of suspension or termination, conditional upon delivery of all instruments of service to LCCT, their approval by LCCT, and the receipt of payment for such services from LCCT. In no event will the Subcontractor be entitled to the recovery of damages arising out of or related to the suspension or termination of this Agreement.
5. **COMPENSATION.** The Subcontractor shall be paid by LCCT for services rendered under this Agreement as authorized in the Scope of Work referenced in this Agreement and by this reference made a part hereof. The payment shall be in full compensation for work performed and services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. Any additional expenses for which reimbursement is claimed, as authorized by LCCT, shall be itemized and supported by documents as may reasonably be required by LCCT. Subcontractor shall submit to Client invoices for costs incurred, not to exceed \$3,100. Client shall pay Subcontractor by check within thirty (30) days of receipt of invoices.
6. **COMMUNICATIONS.** LCCT will provide the Subcontractor with all information and documents pertinent to the services Subcontractor is to perform to the extent that they are to be furnished to the Subcontractor under this Agreement.
7. **STANDARD OF CARE.** All of the Subcontractor's services hereunder shall be performed within generally accepted standards of professional care and in compliance with all applicable laws, regulations, codes, and other requirements.
8. **COMPLIANCE WITH LAWS.** Subcontractor shall endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
9. **ASSIGNMENT.** Subcontractor shall not assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of LCCT.
10. **DISPUTES.** Upon mutual agreement, any or all disputes may be resolved by binding arbitration in accordance with state law. If any litigation or arbitration is commenced between the parties concerning this Agreement or their respective rights, duties and obligations hereunder, the prevailing party in such litigation or arbitration shall be entitled to reasonable attorney's fees, court costs, and litigation expenses.
11. **INSURANCE.** At a minimum, Subcontractor shall procure and maintain automobile liability insurance for bodily injury and property damage covering all vehicles, including hired cars, owned and non-owned vehicles.
12. **CONFIDENTIALITY.** Subcontractor shall not disclose any confidential or proprietary information of LCCT unless authorized in writing by LCCT to do so. Subcontractor's employees, officer, agents, subconsultants, and suppliers shall also be bound to this same obligation.
13. **SAFETY.** Subcontractor shall comply with all applicable health, safety, environmental protection, quality assurance and quality control requirements of LCCT, federal, state, and local authorities.